



## REQUEST FOR PROPOSALS TITLE PAGE

Include This Page as the First Page in Your Proposal Response

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### City of Lynchburg, Virginia Procurement Division

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#### Proposal Title: IT Service Management Software Replacement Project

This is the City of Lynchburg's Request for Proposals (RFP) No. 13-837, issued March 22, 2013. Direct inquiries for information should be directed to Lisa Moss: e-mail: [lisa.moss@lynchburgva.gov](mailto:lisa.moss@lynchburgva.gov); Phone: 434-455-4228; Fax: 434-845-0711. All requests for clarification of or questions regarding this RFP must be made in writing and received by 2:00 p.m., April 22, 2013. All responses to this solicitation shall be in strict accordance with the requirements set forth in this RFP document and the ensuing contract documents.

Sealed proposals will be publicly accepted prior to **4:00 p.m., April 30, 2013**; however, only the names of firms responding will be available for announcement. Proposals received after the stated due date and time shall not be considered. Submit proposals in a sealed, opaque envelope, and put the RFP number, title, due date and time on the lower left front. Offerors are responsible for having their proposal stamped by Procurement Division staff before the deadline indicated above and acknowledge all addenda so issued in the space provided below. Any alteration or changes to this RFP will be made only by written addendum issued by the Procurement Division, and all Offerors are responsible for obtaining issued addenda from the City's Procurement website: <http://www.lynchburgva.gov/current-solicitations>

Acknowledge receipt of addenda here: No. \_\_\_\_\_ Date: \_\_\_\_\_ No. \_\_\_\_\_ Date: \_\_\_\_\_

Submit Proposals: BY MAIL, GROUND DELIVERY, OR HAND DELIVER TO:

Procurement Division  
Third Floor City Hall  
900 Church Street  
Lynchburg, Virginia 24504

**Information the Offeror deems Proprietary is included in the proposal response in section(s):** \_\_\_\_\_

See Paragraph B. on page 2 for guidelines on submitting proprietary information.

In compliance with this Request for Proposals and all the conditions imposed therein, the undersigned offers and agrees to furnish the services in accordance with the attached proposal or as mutually agreed by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this Request for Proposals. Sign in ink and type or print requested information.

Full Legal Name of Offeror: \_\_\_\_\_

Fed ID OR SOC. SEC. NO.: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

Signature: \_\_\_\_\_

Typed or Printed Name, Title

  
Buyers Signature

## I. SUBMISSION OF PROPOSALS

- A. An original, so marked, and four (4) copies, so marked, for a total of five (5) copies of the Proposal document are required. In addition, one (1) copy of the Proposal in an electronic format, disk or CD in Microsoft Word format or PDF file must accompany the Proposal. The City will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, the City will notify the Offeror of the deficiency and request that the appropriate number of copies be delivered within 24 hours. Failure to comply with this or other requirements of this RFP shall be grounds for the City to reject such Proposals. Telegraphic or facsimile submission of Proposals will not be considered. Nothing herein is intended to exclude any responsible bank or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit Proposals. The content of the RFP and the successful Offeror's Proposal will become an integral part of the Contract, but may be modified by provision of the Contract. Offerors must be amenable to inclusion in a Contract any information, exclusive of that which is determined to be proprietary, provided either in response to this RFP or subsequently discussed and agreed upon during the selection/negotiation process. The information received will be considered contractual in nature, and will be used in validation and evaluation of Proposals, and in subsequent actions related to Contract execution and performance of responsibilities.
- B. **Submission of Proprietary Information:** Trade secrets or proprietary information submitted by an Offeror in connection with the submittal shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the Offeror must invoke the protection of this Section prior to or upon submission of the data or the materials, and must identify the data or the materials to be protected and state the reason why protection is necessary (Section 2.2-4342 of the Code of Virginia). Offerors shall submit, in a separate section of the Proposal, any information that is considered proprietary and copyrighted material, and clearly identify the information as proprietary and/or copyrighted information. Offerors may not declare the entire Proposal proprietary nor may the Offeror declare proposed pricing as proprietary. References may be made within the body of the Proposal to proprietary information; however, all information contained within the body of the Proposal and not in the separate section labeled proprietary shall be considered public information.
- C. Proposals having any erasures or corrections must be initialed in ink by the Offeror.
- D. The City reserves the right to accept or reject any or all Proposals, to waive informalities, and to reissue any RFP and to award a Contract in the City's best interest. The City reserves the right to contract with firms not party to the resultant Contract if determined to be in the City's best interest.
- E. By submitting a Proposal response, the Offeror agrees that the Proposal response will not be withdrawn for a period of one hundred eighty (180) days following the due date for Proposal responses.
- F. By submitting a Proposal response, the Offeror certifies not to have conspired or agreed to intentionally alter or otherwise manipulate the Proposal response for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from conducting business with the City.
- G. By submitting a Proposal response, the Offeror certifies the Proposal is made without collusion or fraud and the Offeror has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with the Proposal; and, the Offeror has not conferred with any public employee having official responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised.
- H. The City will not be responsible for any expense incurred by any Offeror in preparing and submitting a Proposal response. All Proposals submitted will become the property of the City.
- I. The City does not discriminate against faith-based organizations.

- J. **COOPERATIVE PROCUREMENT**: This procurement is being conducted by the City of Lynchburg in accordance with the provisions of 2.2-4304 CODE OF VIRGINIA. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. The City, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the City, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a City Contract. The City assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
- K. It is the policy of the City of Lynchburg to maximize participation by minority and women owned business enterprises in all aspects of City contracting opportunities.

## **II. PURPOSE**

The purpose of this RFP is to solicit proposals from vendors qualified to provide us with an IT Service Management (“ITSM”) solution and the associated implementation services. We will consider proposals from single vendors or from multiple vendors working as a team with award being issued to the lead vendor. The ideal vendor(s) will be an established solution vendor with an industry-recognized solution for IT Service Management that meets our specific requirements as documented in this RFP.

### **City of Lynchburg’s Computing / Work Environment**

The City of Lynchburg has approximately 1,307 full time employees, 1,150 PCs and 64 production servers. City employees share an infrastructure with the City Schools that is interconnected with 57 miles of fiber connecting over 100 buildings. Other methods of interconnectivity for the data and VoIP systems include wireless, DSL and MetroE equipment. Windows 7 is the standard OS for PCs and the phasing out of Windows XP is nearly complete. Servers are a mixture of Windows Server 2003 and 2008 running on VMWare servers. The data backbone is a mix of Cisco 10/100/1Gb/10Gb switches, firewall and routers. By 2014, the AS/400 applications will migrate to a .NET platform.

IT at the City of Lynchburg is primarily a centralized function. The IT Director reports to the Deputy City Manager. For the three primary metrics in 2012, overall customer satisfaction was a 3.62 rating on a 4.0 scale, network availability was 99.91% and service requests completed on time ran at 96.55%. There are four divisions which consist of;

**Administration/Technical Support Services** providing management and administration for the department, Help Desk services, computer operations, and oversight for the cable TV and telecommunications franchises.

**Application Services** providing business process and technical services to the users of the City's computer systems. Services include operational support, system specification and procurement, system management, system customization, programming, training, troubleshooting, and consulting.

**Network Services** provides services to engineer and operate the City's local and wide area networks. This includes managing and supporting all of the communications devices and services along with the software required to provide these networks. Other services provided and supported include e-mail, Internet access, remote network

access, application-specific server operation, desktop user support, hardware and software standards, and centralized purchasing of the City's personal computers.

**Geographic Information System (GIS)** providing business process and technical services to the users of the City GIS. The division is responsible for the design, implementation and management of the City's enterprise geographic information system. GIS provides a wide range of services to support the various city departments in planning and decision making. The data is also available for use by citizens and outside organizations.

### **City of Lynchburg's Current Help Desk / ITSM**

We currently use BMC's Service Desk Express as our ITSM application and originally purchased the "integrated help desk/inventory" package back in the early 2000s from Magic Solutions. The application was sold and rebranded a number of times and the asset management component was swapped out a number of times depending on the owner. In 2011, this was about to happen again and we decided to reevaluate the state of the Service Management industry. We discovered not only had we recouped our original ROI a number of times over, but the application offerings available had greatly matured. With the growth of the adoption in ITIL standards in the U.S., a framework for improved Service Management is in line with the strategic direction of the City of Lynchburg's IT department.

As with many organizations, we have reviewed and updated our processes. We have prioritized where processes we will initially implement using the new tool and will gradually move towards further adoption of the ITIL "best practices" in the future. Our commitment is to continually improve and as our processes mature, we plan on leveraging more of the ITIL framework. We look forward to evaluating how each vendor has adopted ITIL with its application as we consider who we will partner with in the selection of our replacement ITSM solution.

**Initial ITIL Process Implementation** will focus on but not be limited to;

- Service Level Management
- Incident Management
- Request Fulfillment
- Problem Management
- Event Management
- Access Management
- Change Management
- Service Asset & Configuration Management
- Service Continuity Management

Also included are:

- Service Portfolio
- Service Catalog

## **Requested Services**

We are looking for an IT Service Management (“ITSM”) solution that best meets our requirements, and the associated implementation services to make it operational at the City of Lynchburg, within the budget available to City of Lynchburg IT.

## **Project Goals**

The primary business goals that we hope to achieve with this ITSM solution include:

- Support our adoption of the ITIL framework of good practices for IT Service Management, including our shift to a Single-Point-of-Contact “Service Desk” model
- Replacing our current Help Desk application and the other forms, databases and documents described in the Background section above
- Help us better document and manage the work that we do throughout all parts of the IT department, for everything from major projects to minor requests or support calls.
- Enable true Problem Management and Change Management processes
- Develop and implement effective system and service documentation via a searchable Knowledge Base
- Manage our IT Configurations and Assets
- Help with Resource and Project Management
- Track System Downtime
- Better manage our service delivery to our Service Level Agreement
- Maintain the very high level of customer satisfaction that we currently enjoy
- Better track staff workload, backlog and project status

## **Number of Users**

There are 30 employees in the IT department. Three are in the Technical Support Services division responsible for the Help Desk activities, eleven in Application Services, twelve in Network Services, three in GIS and of course the Director. Every employee does not need concurrent access, nor access to every module so it will be important to understand how your licensing model works.

## **Project Budget**

The City has approximately \$60,000 approved for the current fiscal year which runs from July 1, 2012 to June 30, 2013. This would include the initial purchase and first year cost of the ITSM software, implementation services and any additional training we want for staff as part of the project. It would not include server hardware and OS costs.

### III. PROPOSED SCHEDULE OF IMPLEMENTATION

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<u>Date</u>	<u>Scheduled Item</u>
March 22, 2013	Issue Request for Proposals
April 22, 2013	Last day to submit questions to procurement
April 30, 2013	Proposals Due Prior to 4:00 p.m.
4-6 weeks	City completes review of proposals and generates shortlist
June-July	City interviews selected firms
TBD	City begins contract negotiations, obtains administrative approvals, Contract Documents assimilated
TBD	City issues Intent to Award Contract and Executes Contract Documents
TBD	Award Contract and Issue Notice to Proceed
TBD	Kick-off Meeting with City staff and stakeholders

### IV. PROPOSAL PREPARATION

The proposal response must address the items included in the Scope of Services and the Criteria for Proposal Evaluation. Proposals should be prepared simply, providing straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Responses shall be limited to no more than thirty pages excluding the cover by including all other materials. Each copy of the proposal must be bound with all documentation in a single volume where practical. Failure to do so will result in a lowered evaluation. Incomplete proposals may be determined nonresponsive. The City reserves the right to request additional information or clarification if necessary throughout the evaluation process.

Offerors should organize the Proposals using the format described below and in the following order:

**\*\*Note: When following this format, please be aware that portions of the required information are to be provided on the Scope of Requirement Document that is listed as a separate excel document.\*\***

- A. Title page
- B. Table of Contents
- C. Brief history of the firm including:
  - Years in business as an established firm;
  - Firm principals;
  - Size of firm (denote partnerships or subcontractors necessary to facilitate full service scope);
  - The name, position and telephone number of contact person authorized to conduct negotiations and authorize final contracts or otherwise bind the firm to a contractual relationship; and
  - A specific listing of services the firm is uniquely qualified to provide.
- D. Specific staff experience, by professional and educational qualifications, as it relates to providing services for the project scope including:
- E. Provide a time line and schedule applicable for the proposed project.
- F. Brief summary as to why the firm(s) feels qualified to provide the requested services.
- G. List at least three current and/or past work assignments of similar nature that the firm has directly contracted to provide within the last three years as a reference. For each reference, a brief description of services provided, organizational name, contact person and title, address and telephone number shall be provided.
- H. A qualifying statement as to your firm's registry status with the Virginia State Corporation Commission.

- I. A current annual financial report and the previous year's report and a statement regarding any recent or foreseeable mergers or acquisitions to provide evidence of the firm's financial stability.
- J. Hourly rate structure for each representative of the firm to be assigned to the project by name and position/title. Describe any other direct costs not included in hourly rates, and provide an estimated overall fee for services. This fee is a nonbinding estimate and final costs for services will be based on the final scope and contract negotiations with the selected firm.

## **V. CRITERIA FOR PROPOSAL EVALUATION**

Proposals will be reviewed and evaluated according to the following criteria:

<b>Criteria</b>	<b>Weight</b>
Ability to Perform	20%
Degree Requirements are Met and Needs are Understood	30%
Financial Stability	10%
Delivery Date	5%
Warranties	5%
References	5%
Cost/Value	25%
<b>TOTAL</b>	<b>100%</b>

## **VI. METHOD OF AWARD**

Following evaluation of the written proposals as submitted, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal. At the option of the City, Offerors may be required to give an oral presentation to clarify or elaborate on their proposal. Negotiations shall then be conducted with the selected Offerors. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted, the City shall determine which Offeror has made the best proposal and may award the contract to that Offeror. Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

## **VII. CONTRACT TERM**

The initial term of this contract shall be for three years, from contract signing, upon mutual consent of the parties to the contract. Any time extensions granted by the City shall be by written amendment signed by both parties to the original agreement.

## **VIII. GENERAL TERMS AND CONDITIONS**

The following terms and conditions shall be incorporated into the negotiated contract. If any Offeror wants to amend or discuss during negotiations any term, the Offeror should set forth any objection, change, or addition in their proposal submission. Otherwise, submission of a proposal by an Offeror will obligate such Offeror to enter into a contract incorporating the terms and conditions of this section.

**A. Subcontracting and Assignment of Work**

The successful firm shall not subcontract or assign portions of the work, other than those specifically defined in the CONTRACT, without the express written consent of the City. A description of any work the Offeror proposes to subcontract shall be submitted to the City for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontracting firm. This submittal shall also include a list of the key personnel that the subcontractor firm will assign to the project. All work performed by any subcontractor firm shall be coordinated by the successful firm and the successful firm will be responsible to the City for all work performed by any subcontracting firm or special consultant.

**B. Payment for Services**

Payments to the successful firm shall be made within 30 days after receipt of an approved invoice for services provided in the previous month. Backup documentation for each invoice shall be provided in detail satisfactory to the City. The successful firm's records and documentation supporting such invoices shall be made available to the City upon reasonable request. The successful firm agrees to retain all records, documents and support materials relevant to the CONTRACT for a period of five years following final payment.

**C. Independent Successful Firm**

The successful firm is an independent successful firm and nothing contained in a subsequent CONTRACT shall constitute or designate such firm or any of its agents or employees as employees of the City.

**D. Termination and Ownership of Documents**

The City reserves the right to terminate the contract upon written notice to the Successful firm. In the event of termination pursuant to this paragraph which is not the fault of the Successful firm, the Successful firm shall be paid for all services provided through the date of termination. The contract will terminate immediately upon failure of the City of Lynchburg, City Council to appropriate funds for its continuance.

The Successful firm agrees that all information and materials gathered and/or prepared by or for it under the terms of the CONTRACT shall be delivered to, become and remain the property of the City upon completion of the work or termination of the CONTRACT. The City shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Successful firm.

**E. Insurance**

The selected firm shall be required to maintain in force such insurance, in amounts acceptable to the City, as will protect himself and the City from claims which may arise out of or result from the execution of the work, whether such execution be by himself, his employees, agents, subcontractor firms or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, Worker's Compensation, General Liability (including premises/operations, independent successful firms, products and completed operations, contractual liability and personal injury liability) and Professional Liability. All insurance shall be provided by companies authorized to conduct business in the Commonwealth. The selected firm shall furnish the City with an original Certificate of Insurance upon request. The Certificate should name the City as additional insured. The selected firm shall notify the City at least 30 days prior to policy cancellation, non-renewal or reduction of coverage.

**F. Laws and Regulations**

The Successful firm shall abide by all Federal, State and Local laws and regulations governing the provision of the services called for in the contract. The Successful firm shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work. Any legal proceedings arising out of or related to this agreement shall be filed by the parties in the City of Lynchburg General District Court or the Lynchburg Circuit Court.



The selected firm shall not during the performance of any resultant contract knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

**G. Severability**

Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

**H. Licenses and Permits**

The Successful firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the work. The City will not charge for any permits required by the City of Lynchburg.

**I. Nondiscrimination**

If the resultant contract exceeds \$10,000, during the performance of the contract, the successful firm agrees as follows:

- a. The Successful firm will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Successful firm. The Successful firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Successful firm, in all solicitations or advertisements for employees placed by or on behalf of the Successful firm, will state that such Successful firm is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Successful firm will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontracted firm or vendor.

**J. Payments to Successful Firms**

In accordance with Virginia Code Section 2.2-4354 the Successful firm agrees that:

1. Should any contractor be employed by the Successful firm for the provision of any goods or services under this Contract, the Successful firm agrees to the following:
  - (a) The Successful firm shall, within seven days after receipt of any payments from the City pursuant to this Contract, either:
    - (1) Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the goods or services provided by the subcontractor; or
    - (2) Notify the City, as applicable, and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractors firm's payment with the reason for nonpayment. Written notice to the City shall be given to: City of Lynchburg, Procurement Administrator, 900 Church Street, Lynchburg, VA 24504.
  - (b) The Successful firm shall pay interest to the subcontractors firm, at the rate of one percent per month on all amounts owed to the subcontractors firm that remain unpaid after seven days following receipt of payment from the City for goods or services provided under this Contract, except for amounts withheld under subparagraph (a)(2) above.
  - (c) The Successful firm shall include in each of its subcontracts a provision requiring each subcontractors firm to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractors firm.
  - (d) The Successful firm's obligation to pay an interest charge to a subcontractors firm shall not be

an obligation of the City.

- (e) No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.
2. Invoice processing is to be in strict accordance with the rules and regulations set forth by the applicable Jurisdiction and the *Code of Virginia* Section 2.2-4352, requiring payment of invoices within 30 days of receipt of a proper invoice. No promises or commitments on the part of any employee of the Public Body shall bind the Jurisdiction to any other terms and/or conditions other than those set forth in procedures issued by the Public Body.
- (a) Invoices shall be submitted to the City on a monthly basis. The City shall pay the amount of the invoice within thirty (30) days. However, the City shall have the right to verify information contained on an invoice and extend the time of payment until information is received to correct any errors found therein. The invoices submitted shall include, at a minimum, the following information:
    - (1) Project name, city and state project number;
    - (2) City Project Manager;
    - (3) City assigned Contract Number;
    - (4) Not to exceed amount or lump sum amount;
    - (5) Total payments requested to date;
    - (6) Payments received;
    - (7) Balance due;
    - (8) Invoice number;
    - (9) Period during which services were performed; and
    - (10) Brief description of work covered by invoice.
  - (b) Payments shall not be considered as evidence of satisfactory performance of the work either in whole or in part, nor shall any payment be construed as acceptance by the City of any defective work. The City reserves the right to withhold payment in the event the City believes that the work is unsatisfactory.

**K. Contractual Claims**

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Successful firm's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to the City's Procurement Administrator, Third Floor City Hall, 900 Church Street, Lynchburg Virginia 24504 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The City's Procurement Administrator shall render a decision on the claim and shall notify the Successful firm within 30 days of receipt of the claim. The Successful firm may appeal the decision of the City's Procurement Administrator by providing written notice to the City Manager, within 15 days of the date of the decision. The City Manager shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Successful firm appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Successful firm shall be delivered to the City no later than 30 days following the conclusion of the work or delivery of the goods.

**L. Taxes**

The Successful firm shall pay all City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price as the taxes shall be an obligation of the Successful firm and not of the City and the City shall be held harmless for same by the Successful firm.

**M. Indemnification**

To the fullest extent permitted by law, the Successful firm, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify the City and all of its officials, agents and employees (collectively, the "City") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Successful firm's performance (or nonperformance) of the agreement terms or its obligations under this agreement.

**N. Contract Assignment**

The resultant contract may not be assigned, in whole or part, without the written consent of the City.

**O. Royalty and License Fees and Copyright, Trademark and Patent Protection**

The Successful firm shall pay all royalty and license fees relating to the items covered by the contract. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Offeror shall indemnify and hold harmless the City from any cost, expense, damage or loss incurred in any manner by the City on account of such alleged infringement.

**P. Responsibility for Property**

The Successful firm shall be responsible for damages to property caused by work performed under the CONTRACT. Property damage to surrounding or adjoining areas caused directly or indirectly by actions or omissions of the Successful firm shall be repaired or replaced by the Successful firm, to the satisfaction of the Owner, at the Successful firm's expense.

**Q. Precedence of Documents**

The precedence of documents shall be as follows: the CONTRACT, the Request for Proposals and the Offeror's response to the Request for Proposals.

**R. Administrative Appeals Procedure**

Any protest to award a contract shall be in writing and shall be delivered so that it is received by the City Manager not later than ten (10) business days after announcement of the award or award, whichever comes first.

**S. Drug Free Workplace**

In accordance with Sec 2.2-4312 of the Virginia Code, during the performance of this contract, the Consultant agrees to (i) provide a drug-free workplace for the consultant's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the consultant that such consultant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-Consultant or vendor.

Successful consultant shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the contract or while on City premises or distribute it to City employees.

Successful Consultant understands that a violation of these prohibitions constitutes a breach of the contract and that the City has the right cancel the contract.

For the purpose of this section, "Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Consultant, the employees whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**T. Right to Audit**

All contracts are subject to audit by Federal, State or City Personnel or their representatives at no cost to the City. Consultant agrees to retain all records, books and other documents relevant to this contract and the funds expended hereunder for at least four (4) years after Contract acceptance, or as required by applicable law. Requests for audits shall be made in writing and Consultant shall respond with all information requested within ten (10) calendar days of the date of the request.

**U. Conflict of Interests Act**

The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this RFP.

**V. Ethics in Public Contracting**

The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this RFP.